

# AFROX PRODUCT RETURNS POLICY

## 1. Return of non-faulty Afrox products

A "cool-off" period will be applicable for products purchased from Afrox, as per the requirements of the Consumer Protection Act 68 of 2008. Afrox will give credit for non-faulty items returned within ten (10) working days (except for resellers/distributors or agents, refer to clause 1.6) from date of purchase under the following conditions:

- Afrox is satisfied that the gas has not been withdrawn, valve seals are intact, and that no contamination has occurred.
- It is a standard Afrox stock item (excludes items 'made to order' or sourced for the customer).
- Equipment and consumable items are returned as new with original packaging or containers undamaged.
- Proof of purchase is required. Where the original sale cannot be traced in the Afrox systems, items will not be refunded.
- All returns will be checked and approved by the authorised Afrox personnel before any credit is given
- Returns can only be considered and processed when the actual physical goods are returned/received at an Afrox outlet. Returns of non-faulty excess stock will not be accepted.

## 2. Cool off period for resellers/distributors and agents:

- Resellers, Distributors and Agents have an additional ten (10) working days after the resale of the goods to an end user. This is to allow for a cool off period which applies to the customer of the reseller/distributor or agent.
- Resellers, Distributors or Agents must supply Afrox with the proof of sale as well as the proof of purchase from Afrox in the event of a return and request for credit. Without these documents (as discussed in clause 1.4), the items will not be refunded.
- In addition, if a request for the collection of goods is raised by the customer, for goods that do not comply with the requirements of a valid non-faulty return, as indicated in this document, the customer will be charged a delivery fee.

- **Note:** No credit will be given for the return of the following products. An exception may be made where an Afrox error can be proven.
  - Medical Gases (cannot be put back into circulation);
  - Medical Consumables;
  - Liquid state cryogenics gases (supplied by means of PCC or Dewar flask);
  - Special gas mixtures (where a mixture meets agreed specifications);
  - Consumables or any hardgoods/welding products that are no longer in a sealed package;
  - Obsolete, Discontinued, Made-To-Order (MTO) and Strategic Stock (STRA) category items;
  - Products that have expired

### 3. **Special conditions that apply to non-faulty products**

- Afrox reserves the right to charge a handling fee of up to 25% of the invoice value for the return of goods.
- **Note:** The handling fee will be deducted from the credit amount due. The return of empty cylinders will not attract a handling fee.
- Credits for cheque purchases not returned on the day of purchase will be withheld until the cheque has been cleared by the bank.
- Cash to the maximum value of R2,000 (incl. VAT) will be refunded upon a valid return of goods, if not returned on the same day. Refunds exceeding R2000 (incl. VAT) will be refunded by the reimbursement process.
- Credit card purchases will only be reversed onto the card of purchase.
- Goods purchased on credit will only be refunded to the customer's account.
- Afrox staff must obtain the reasons for the return of the goods and contact details from the customer. Afrox must supply to the customer a proof of return document for all goods returned.
- Rental on cylinders returned within the ten (10) working day "cool-off" period will not be credited. Credit will only be passed for the gas contents of the cylinder at the price as indicated on the point-of-sale document.
- Resellers and distributors cannot process credits on behalf of Afrox. The credit must be settled with their customer within the framework of the Consumer Protection Act 68 of 2008. The terms of this Policy apply to any product returned to Afrox.

#### **4. Return of faulty products**

The customer may return any faulty product within 6 (six) months of purchase or having accepted delivery thereof (or within such other period as may be specified by Afrox having regard to the nature and properties of the goods concerned), if the goods are:

- not reasonably suitable for the purpose for which they are generally intended,
- defective,
- not reasonably usable and durable,
- if the goods have failed to comply with any applicable standard set out in the Standards Act No 29 of 1993.

Afrox has at its discretion, the right to repair or replace goods or parts thereof which fail (fair wear and tear excepted) because of a defect in Afrox's materials or workmanship. If Afrox carries out any repairs, covered under a current warranty or as requested by the customer, Afrox will extend the warranty for a period of 3 months for the item repaired, which period runs from the date of replacement or repair

#### **5. Return of faulty Hardgoods/Welding products**

In addition to the requirements of Clause 2, the following must be adhered to:

- No credit will be processed if Afrox can prove that the goods were not stored, transported or used according to recommendations and instructions provided by Afrox.
- A credit will only be passed once Afrox has confirmed the reason for the fault and found it to be because of a defect in Afrox' materials or workmanship. However, if the fault is not because of a defect in Afrox's materials or workmanship, Afrox has the right to charge the customer for any repair costs plus a handling fee of up to 25% of the sales value of the item.
- All credits processed will be stock and/or financial credits and the customer will be supplied with the replacement goods at the original purchase price.

#### **6. Return of faulty cylinders**

In addition to the requirements of Clause 2, the following must be adhered to:

- All faulty goods will be investigated.
- The customer to be informed that if the investigation concludes that Afrox is not at fault or reason for return is deemed not valid, the customer must be charged for any replacement gas provided and may be charged a handling fee.

- Where the customer requires a replacement, a replacement cylinder can be supplied, but no credit will be processed.
- Where the customer does not require a replacement, a stock return note will be processed referencing to the original invoice at a zero price. Once Afrox has confirmed that the fault is because of a defect in Afrox materials or workmanship, can a financial credit be processed.
- No credit will be processed if Afrox can prove that the goods were not stored, transported and used according to recommendations and instructions provided by Afrox.

## 7. **Bulk Gases /Pipeline/Manifold**

Credits will be processed for the following reasons only:

- Contamination/Off spec product delivered;
- Leaking/faulty storage tank or vessel or manifold, (only from the date from which the incident was reported);
- Volume disputes which are approved
- If Afrox is unable to prove supply.

Subject to the terms and conditions or prevailing contractual agreement.

If you have any queries, please contact our Customer Service Centre on 0860 020202, your Afrox sales representative, Agent or nearest Afrox Gas & Gear. We take this opportunity to thank you for your valued and continuing business.